



# **Pillar Community Standards, Privacy Policy, Affiliate Agreement**

## **Pillar Community Standards**

To continue ensuring Pillar remains a trusted platform for all users, we have created these standards outlining what is and what isn't permitted on Pillar. Our priority is to ensure the safety of our users and their audiences. We ask all users to review these standards thoroughly. By using Pillar, all users agree to abide by these standards.

If you come across any content on a Pillar page that violates these standards, please email [hi@pillar.io](mailto:hi@pillar.io) with the following information:

- The URL of the Pillar page in question
- Rationale behind reporting the page
- Your name and email, to stay updated on the status of our violation review)

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### **Adult content**

We seek to empower all creators to build their brands online. However, we also want to ensure that all visitors, including but not limited to minors, are able to make informed decisions before they click. If you're linking out to adult content on your Pillar page, you must ensure that

1. the media on your Pillar page itself remains suitable for all ages (including minors),
2. the content you're linking to is legal in your geographic region, and
3. you select yes for the sensitive content question asked during registration

## **Misrepresentation**

Creators cannot misrepresent claims about products, including but not limited to testing, testimonials, links, product cost, health claims, etc.

## **Disclosing Ads**

Creators on Pillar promoting a brand and/or a brand's products must disclose their relationship with said brand, including ones related to compensation for links/promotion. Failure to disclose relationships can lead to account termination.

- Failure to disclose relationships, including ones related to compensation for links/promotion

## **Hate speech**

We encourage creators to embrace and share diverse perspectives and ideas as long as they do not cause harm, incite hatred or violence, or discriminate against people on the basis of race, ethnicity, skin color, national origin, religion, religious beliefs, sexual orientation, gender, sex, veteran status, age, disability, or medical condition. We never glorify, embrace, or positively recognize the perpetuation of hatred, violence, or discrimination.

## **Electoral fraud**

Creators cannot use Pillar to hamper local or national electoral processes. They cannot share misleading information on where and how to participate or who can participate. They cannot sell or attempt to sell the right to vote.

## **Illegal goods and services**

Creators cannot use Pillar to market or coordinate the sale of any regulated or illegal products or services, including but not limited to:

- Alcohol (you can advertise the sale of alcohol with a liquor license, but you may not sell alcohol directly through Pillar commerce links)
- Drugs
- Weapons
- Weapon schematics
- Body parts (including body fluids, blood, etc.)
- Offers for adoption or surrogacy
- Counterfeits
- Embargoed goods
- Endangered or protected species or parts of these species
- Fireworks and explosives
- Hazardous or toxic materials
- ID documents
- Personal information or mailing lists
- Regulated plants, insects, or animals
- Recalled items
- Stolen items
- Tobacco products, including eCigarettes
- Products offered through multi-level marketing
- Gambling
- Human trafficking or prostitution

Pillar pages can never be used to encourage or facilitate any form of illegal activity, including the sale of illegal products or services. Any content that you target at minors must not promote any content, including products or services, that is inappropriate, or that exploit or exert undue pressure on the targeted people.

## **Copyright and trademark**

You cannot upload content that infringes an individual's intellectual property rights (including copyright, trademarks, and patents). If you believe your intellectual property rights are being infringed because of content on Pillar, please email [hi@pillar.io](mailto:hi@pillar.io).

## **Shocking or violent content**

You cannot use Pillar to share content intended to shock and disturb people such as gore, mutilation, excessive violence, or physical abuse.

## **Spam and fraud**

You cannot use Pillar pages to spam or scam anyone. For example, you cannot link to external sites that might collect personal information under false pretenses.

## **Harassment**

You cannot use Pillar pages to target individuals with the intention of intimidating, harassing, threatening, or bullying them.

## **Extremist/terrorist content**

You cannot use Pillar pages to market, propagandize, praise, or collect funds for any extremist groups or their activities.

## **Child harm**

Pillar has an absolute no tolerance policy for child harm. You cannot upload or link out to content that harms minors or endorses harming minors in any way, including child sexual abuse material, solicitation of minors, and imagery featuring minors in an inappropriate context.

Pillar actively reports any such cases of child endangerment or harm uploaded to or linked out to from a Pillar page to relevant authorities, such as the National Center for Missing and Exploited Children.

## **Self-harm**

Pillar is a safe place where creators can feel empowered to share their journey of recovery in a healthy and constructive way but we also ensure that people feel safe when visiting Pillar pages, so we do not allow content that promotes or idealizes suicide,

self-mutilation, disordered eating, or any potentially harmful alternatives to medical treatment.

## Privacy and impersonation

Pillar cares deeply about maintaining individual privacy (which is why we collect a minimal amount of information from our users). You cannot expose other people's personal identifying information (such as billing details or IDs) or other media (such as image-based sexual abuse) on your Pillar page. We also do not permit Pillar profiles that impersonate other people or groups.

## URLs

We democratize access to Pillar usernames. Creators cannot buy sell, or trade them. They cannot secure a username without the intention of using it or with the intention of preventing others from using it or with the intention of profiting off of reselling the username.

# Pillar Privacy Policy

## Privacy; Data Security; Disclaimer

1. **Your Privacy is Important to Athlane (d/b/a Pillar).** Protecting your privacy is really important to us. With this in mind, we will protect your personal information in accordance with our Privacy Policy.
2. **The Security of Your Information is Important to Athlane.** You and we both agree to abide by all applicable local, state, national, and international laws and regulations in connection with providing the Services, including, without limitation, all laws regarding the transmission of technical data exported from the United States through the Service and all Applicable Privacy Laws. We will employ commercially reasonable security measures. Despite the foregoing, you acknowledge that the storage and processing of data, and the assurances published by Amazon (including Amazon Web Services), Google Cloud Platform, and Microsoft (including Microsoft Azure) meet the requirements of this Section.
3. **You Have Security Responsibilities.** You agree to: (i) keep your password and online ID secure and strictly confidential; (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized

person; (iii) notify us immediately and select a new online ID and password if you believe your password may have become known to an unauthorized person; and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. When you give someone your online ID and online password, you are authorizing that person to access and use your account, and you are responsible for any and all transactions that person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed. You agree to indemnify and hold harmless Athlane from and against any and all liability arising in any way from the access to the Site by persons to whom you have provided your online ID and/or online password. In addition, you are responsible for your information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by you or through the use of third-party services.

4. **Your License Grants to Us.** You hereby grant to us a non-exclusive, transferable and sublicensable (solely as set forth herein), worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display and perform Your Information as reasonably required to operate and provide the Services. In addition, and despite anything to the contrary in these Terms, we shall have the right to collect and analyze Your Information and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning your use of the Services and data derived therefrom), and we will be free (during and after the term hereof) to (i) use such information and data for the purpose of analytics and to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the and other Athlane offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with our business. You represents and warrants that you own all Your Information or you have all rights that are necessary to grant us the licensed rights in Your Information under these Terms.

5. **Some Third Parties May have Incidental Access to Your Information.** Athlane works with other companies to provide information technology services to users of the Site. These companies may have access to Athlane's databases, but only for the purposes of providing service to Athlane. For example, a third party (such as AWS) may obtain access to Your Information in an effort to update database

software. These companies will operate under consumer confidentiality agreements with Athlane.

6. **The Internet is Not Guaranteed to be Safe.** Please be aware that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information. ATHLANE SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION OR LOSS OF ANY OF YOUR INFORMATION, EXCEPT TO THE EXTENT THAT SUCH UNAUTHORIZED ACCESS, USE, CORRUPTION, OR LOSS IS DUE SOLELY TO ATHLANE'S GROSS NEGLIGENCE OR MISCONDUCT.

## Pillar Affiliate Agreement

Please read this Affiliate Agreement carefully before you join our Affiliate Program or begin marketing our Affiliate Program. By applying to be a Pillar affiliate ("**Affiliate**"), you (a) agree to abide by these terms and conditions and our Privacy Policy if you are accepted into the Affiliate Program, (b) acknowledge and agree that these terms and conditions and our Privacy Policy constitute an agreement between us and you upon your acceptance into the Program (the "**Agreement**"); (c) represent and warrant that you are lawfully able to enter into this Agreement; and (d) acknowledge and agree that you are and will remain in compliance (and will be responsible for assuring that your employees, agents and contractors comply) with the terms and conditions of this Agreement. This Agreement is written in plain language intentionally avoiding legalese to ensure that this Agreement may be clearly understood and followed by Affiliates.

### DEFINITIONS

As used in this Agreement:

1. The parties to this Agreement
  - a. "**Pillar**", "**we**", "**us**" or "**our**" refers to Athlane, Inc. (d/b/a Pillar) and our website.
  - b. "**you**" or "**your**" refers to the Affiliate.
2. The Program
  - a. "**Customer**" means anyone who purchases a Product via Program Link.

- b. **“Products”** refers to any products sold or distributed on Program Websites.
- c. **“Program”** and **“Affiliate Program”** refer to the Pillar Affiliate Program.
- d. **“Program Link”** means a special link (provided by us to you, and which may be graphic and/or textual) which you may display on your website which links to our website or a Program Website, and which is the last link to a Program Website.
- e. **“Qualifying Purchases”** refers to purchases made when all of the following requirements are made: (i) a Customer clicks through a Program Link; (ii) during a single session that the Customer adds a Product to his/her shopping cart and places the order for that Product no later than 30 days following the Customer’s initial click-through; and (iii) the purchased Product is paid for by the Customer.

### 3. Certain Legal Definitions

- a. **“Marks”** means to Pillar’s and its affiliated companies’ names, logos, and trademarks, whether registered or unregistered.
- b. **“Service Offerings”** means the Program, our website, the Products, the Program Links, link formats, operational documentation, content, the pillar.io domain name, our Marks, and all technology, software, functions, materials, data, images, text, and other information and content provided or used by or on behalf of us or our affiliates or licensors in connection with the Program.

### 4. Websites

- a. **“our website”** refers to the Pillar properties located at <https://www.pillar.io/> and <https://get.pillar.io> and <https://app.pillar.io>
- b. **“Program Website”** means the website of any third party which you or others can reach to purchase Products via a Program Link.
- c. **“your website”** refers to any website, web pages, or other online services that you own or control and will link to our website or a Program Website.

## PURPOSE

The purpose of this Program is to permit you to advertise Products on your website and to earn advertising commissions for Qualifying Purchases.

## ENROLLMENT



After receiving your application, we will review it and your website and notify you of your acceptance or rejection into our Program. In order to be eligible for the Program, you must also agree to the Terms of Use of any third-party payment processor for the Program. We will provide you with a link to those terms of service.

Please allow up to 48 hours for your application to be reviewed. We reserve the right to reject any application; however, we encourage you to contact us if you feel we have made an incorrect decision. Your inclusion of all of your websites that you plan to use in your profile will help us make a better decision.

## **COMMISSIONS**

For more information on the commissions you may be eligible to earn for Qualifying Purchases, please visit our Commission Guidelines, which are incorporated by referenced in their entirety in this Agreement.

## **RESPONSIBILITY FOR YOUR WEBSITE**

You hereby represent and warrant that you will be solely responsible for your website, including its development, operation and maintenance and all data, content and materials that appear on or within it. Pillar will have no liability for any claims, damages, losses, liabilities, fines, penalties, costs and expenses relating to (a) your website or any data, content or materials that appear on your website; (b) the use, development, design, manufacture, production, advertising, promotion or marketing of your website; (c) your use of any content; and (d) your violation of any term or condition of this Agreement.

## **WEBSITE RESTRICTIONS**

Your website(s) shall not:

1. Infringe on our or any anyone else's intellectual property, publicity, privacy or other rights.
2. Violate or be used to violate any law, rule or regulation.
3. Contain any content (or link to any content) that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.
4. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to or may damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

5. Contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of Affiliate commissions from another website.
6. Attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to our website, user accounts, or the technology and equipment supporting our website.
7. Violate any of our policies.
8. Make any representations, warranties or other statements concerning us or any Program Website or any of their respective products or services, except as expressly authorized herein.
9. Post non-Pillar advertising or marketing links or content, except as specifically allowed by this Agreement.
10. Copy or resemble the look and feel of our website or any Program Web Site or create the impression that your website is endorsed by us or any Program Website except as allowed by this Affiliate Agreement.
11. Represent that a specific product has a celebrity endorsement, when no such endorsement exists.
12. Have false limited time and supply claims (for example, a countdown clock or “only 5 left in stock”)
13. Misrepresent any Product (for example, regarding testing, cost, health claims, etc.)
14. Fail to disclose relationships, including ones related to compensation for links/promotion

## **LINKING TO OUR WEBSITE**

Upon acceptance into the Program, we will make Program Links available to you. When linking to a Program Website, you agree:

1. You will only use linking code obtained from us without manipulation.
2. Your website will not in any way copy, resemble, or mirror the look and feel of our website. You will also not use any means to create the impression that your website is our website or any part of our website including, without limitation, framing of our website in any manner.

3. You may not engage in cookie stuffing or include pop-ups or false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring URL information (i.e. the page from where the click is originating).
4. Your website may not use redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain is prohibited.

## **INTELLECTUAL PROPERTY; LIMITED LICENSE; FEEDBACK**

We grant you a nonexclusive, nontransferable, revocable right to use the Program Links and to access our website solely in accordance with the terms of this Affiliate Agreement, for the sole purpose of identifying your website as a participant in the Affiliate Program and assisting in increasing sales through Program Websites.

You may not: (i) sublicense, rent, lease, sell, resell, or outsource any Program Links; or (ii) use any Program Links in connection with aggregating, soliciting or recruiting advertisers, other publishers, other sites or other persons to form or join a marketing, advertising or similar network. You may not alter, modify, manipulate or create derivative works of the Program Links or any of our graphics, creative, copy or other materials owned by, or licensed to, us in any way. You are only entitled to use the Program Links to the extent that you are a member in good standing of the Affiliate Program. If you distribute Program Links on websites other than your websites, you agree: (i) that, upon our written request you will provide us with a list of sites where Program Links have been distributed, (ii) to provide prompt and reasonable cooperation to us in responding to any issues regarding the distribution of Program Links; and (iii) cease further distribution of Program Links if we so require. We reserve the right to prohibit you from distributing Program Links to, and from displaying Program Links on, third-party sites. Your use of any of our Marks as part of the domain or sub-domain for your website is strictly prohibited. We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of our Marks.

You agree that we may use any suggestion, comment or recommendation you choose to provide to us without compensation. All rights not expressly granted in this Agreement are reserved by us.

## **NO DECEPTIVE PRACTICES**

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Program Links or the generation of commissions or exceed your permitted access to the Program. We will make all determinations about fraudulent activity in our sole discretion.

## **COUPON GUIDELINES**

If your website promotes coupon codes, you must adhere to our Coupon Guidelines as follows or you will be subject to removal from the Program:

1. You may only advertise coupon codes that are provided to you by us.
2. You may only display coupons in their entirety with the full offer, valid expiration date and code.
3. You may not post any information about how to work around the terms and conditions of a coupon/promotion (e.g., describing how existing customers can qualify as a first-time customer to benefit from an offer to first time customers only).
4. You may not use any technology or technique that conceals or obscures the coupon code.
5. You may not advertise coupon codes obtained any other source or marketing campaign.
6. You may not give the appearance that any offer requires clicking from your website in order to redeem. For example, if all items over \$100 on a Program Website have free shipping, you may not turn this into an offer that implies that the customer must click from your website to get this deal.
7. You must always prominently post and make available to Customers any terms and conditions set forth by us or any Program Website, or as required by applicable laws, in connection with any coupon.

## **SOCIAL MEDIA**

Promotion on Facebook, Twitter, and other social media platforms is permitted following these general guidelines:

1. You may not post your Affiliate links on Pillar's Facebook, Twitter, etc. company pages in an attempt to turn those links into Affiliate sales.
2. You may not run advertisements on our social media platforms using the Marks.

## **COMPLIANCE WITH LAWS; DATA PRIVACY AND PROTECTION; OPERATIONS OUTSIDE THE UNITED STATES**

The following is not intended as legal advice; you are responsible for determining what laws, including data privacy laws, to which you and your business are subject.

In connection with your participation in the Program, you agree to comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions and other requirements of any governmental authority that has jurisdiction over you, including without limitation laws (federal, state or otherwise) that govern marketing e-mail, telephone calls and text messages.

You shall comply with all FTC guidance and regulations related to advertising disclosure requirements. For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at [www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf](http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf); and the FTC's Endorsement Guidelines at [business.ftc.gov/advertising-and-marketing/endorsements](http://business.ftc.gov/advertising-and-marketing/endorsements).

You shall not create, publish, distribute, or print any written or visual material that makes reference to the Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our Program via e-mail campaigns, you must adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) and any applicable state laws.
2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of Pillar.
3. As noted above, submit e-mail content to us for written approval in advance of distribution.

To the extent required by applicable data protection laws, you agree to maintain, on all of your websites used by you in connection with the Affiliate Program, a privacy policy that: (a) is accessible conspicuously from your website's home page; (b) provides necessary disclosures related to the use of tracking devices; and (c) provides information about the how a user can exercise choices (including opt-out) available to visitors to your websites, in or around Program Links and other advertising content.

If you are conducting business in or taking orders from persons in other countries, you will follow the laws of those countries. For example, you will comply with the Canada

Anti-Spam Law, the European Union's Privacy and Electronic Communications Directive, the European Union's General Data Protection Regulation and/or other applicable laws if you are conducting business in or taking orders from persons in one or more any countries outside of the United States.

## **RELATIONSHIP OF PARTIES**

As an Affiliate, you are serving as an independent contractor, and nothing in this Agreement or the Affiliate Program in general creates an agency, franchise, partnership, sales representative or employment relationship between you and Pillar. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement that will reasonably contradict anything in this section. Your participation in the Program and receipt of payments as an Affiliate, is not an inducement for, or solicitation of you to provide any products or services to us. You are not and will not be deemed to be a vendor, supplier or provider of goods or services to us.

## **TERMINATION OR REVISION OF THE AFFILIATE PROGRAM; TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM**

This Affiliate Agreement shall commence on the date of our approval of your Affiliate Program application and shall continue thereafter until terminated as provided herein. You may terminate your participation in the Affiliate Program at any time by removing all Program Links from your website, and deleting all copies of the Program Links. We reserve the right to terminate or revise the Program at any time, including by providing a change notice, a revised Agreement, or revised documentation of the Program. We may terminate this Affiliate Agreement with you at any time and for any reason which we deem appropriate with or without prior notice to you by disabling the Program Links or providing you with a written notice. Upon termination of your participation in this Affiliate Agreement for any reason, you will immediately cease all use of and delete all Program Links, plus all or our Marks. All rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination.

## **INACTIVITY**

If Your account is inactive for more than 90 consecutive days, we reserve the right to suspend or terminate your account and/or your rights under this Affiliate Agreement, or to terminate this Affiliate Agreement with you.

## **LIMITATION OF LIABILITY**

YOU AGREE THAT WE AND OUR AFFILIATES, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOSS OF REVENUE, PROFITS, GOODWILL, USE OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, THE DOCUMENTATION, OUR WEBSITE, OR THE SERVICE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES; FURTHER, TO THE FULLEST EXTENT POSSIBLE BY LAW, OUR AGGREGATE MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless us and our affiliates, managers, officers, employees, agents, partners, and licensors from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from any activity arising in connection with your use of the Program or any Service Offerings or that constitutes your breach of this Affiliate Agreement. We shall provide notice to you promptly of any such claim, suit, or proceeding.

## **DISCLAIMERS**

THE SERVICE OFFERINGS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” NEITHER WE NOR ANY OF OUR AFFILIATES, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE PRODUCTS OR SERVICE OFFERINGS.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR AFFILIATES, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS.

NEITHER WE NOR ANY OF OUR AFFILIATES, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM, THIS AGREEMENT, PROGRAM CONTENT, OPERATIONAL DOCUMENTATION, OR OUR WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OR MODIFICATION OF THE PROGRAM, THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

#### **ARBITRATION, CLASS WAIVER, AND WAIVER OF JURY TRIAL**

You and Pillar mutually agree to resolve any justiciable disputes between you and Pillar, including any disputes involving your use of the Service Offerings, exclusively through final and binding arbitration before a single arbitrator instead of filing a lawsuit in court. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).



If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by you must be delivered to Athlane, Inc., d/b/a Pillar, 1288 Columbus Ave, San Francisco, CA, 94133, Attn: Legal.

**Class Action Waiver.** You and Pillar mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action, collective action and/or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action ("**Class Action Waiver**"). Despite any other clause contained in this Agreement or the JAMS Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Any arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures ("**JAMS Rules**"), except as follows:

- The arbitration shall be heard by one arbitrator selected in accordance with the JAMS Rules. The arbitrator shall be an attorney with experience in the law underlying the dispute.
- The arbitration shall take place in the city and county of San Francisco, CA.
- Unless applicable law provides otherwise, as determined by the arbitrator, each party shall pay its own costs and the parties shall each pay one half of the arbitrator's fees and costs.
- The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.
- Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration.

- The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
- The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law.
- Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual.

The JAMS Rules may be found at [www.jamsadr.com](http://www.jamsadr.com) or by searching for "JAMS Comprehensive Arbitration Rules and Procedures" using a service such as [www.Google.com](http://www.Google.com) or [www.Bing.com](http://www.Bing.com).

## **GOVERNING LAW**

Other than the arbitration agreement provided herein, this Agreement shall be construed and governed by the laws of the State of California, without regard to principles of conflicts of laws. To the extent that any lawsuit is permitted under this Agreement, the parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in the state courts of California for the City and County of San Francisco or the United States District Court for the Northern District of California, if such court has subject matter jurisdiction. Despite anything to the contrary in this Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our intellectual property and proprietary rights are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

## **MISCELLANEOUS**

Pillar may update the terms of this Affiliate Agreement from time to time by publishing a new version on our website or by sending notice of any modifications to you via email to the then email address currently associated with your account (and such change by email will be effective on the date specified in such email and will in no event be less than two days after the date the email is sent). By continuing to participate in the Program following our posting of any change notice, revised agreement, or revised

documentation, you are agreeing to be bound by this Affiliate Agreement, as amended by any such change notice, revised agreement, or revised documentation, and you acknowledge and agree that you have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as expressly set forth in this Affiliate Agreement, and hereby represent and warrant that you will remain in compliance with this Affiliate Agreement. If any modification is unacceptable to you, your only recourse is to terminate this Affiliate Agreement by notifying us.

If any provision of this Affiliate Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Affiliate Agreement and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of this Affiliate Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Affiliate Agreement shall not constitute a waiver of such right or provision.

You may not assign or delegate any of the rights or obligations under this Affiliate Agreement, and any such attempted assignment or delegation will be void. This Agreement is binding on and inures to the benefit of the respective permitted successors, heirs and assigns of each party.

This Affiliate Agreement constitutes the entire agreement and understanding between you and Pillar with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions or representations between us.